

# FINANCIAL ADVISORY AND ACCOUNTING RETAINER AGREEMENT

This Financial Advisory and Accounting Retainer Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, by and between:

**Advisor:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Advisor"),

And

**Client:** \_\_\_\_\_, with a principal place of business or residence at \_\_\_\_\_ (hereinafter referred to as the "Client").

## 1. Scope of Services

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The Advisor agrees to provide the following financial advisory and accounting services to the Client:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

## 2. Retainer and Fees

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In consideration for the services to be performed by the Advisor, the Client agrees to pay fees as follows:

1. **Retainer Fee:** The Client shall pay a non-refundable retainer fee of \$ \_\_\_\_\_ upon execution of this Agreement. This retainer shall be applied against services rendered.
2. **Ongoing Fees:** The Client shall pay the Advisor a recurring fee of \$ \_\_\_\_\_ per \_\_\_\_\_.
3. **Invoicing:** Invoices will be issued on the \_\_\_\_\_ day of each period, and payment shall be due within \_\_\_\_\_ days of receipt.

## 3. Term and Termination

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This Agreement shall commence on \_\_\_\_\_ and shall continue \_\_\_\_\_ unless terminated earlier by either party.

Either party may terminate this Agreement at any time, with or without cause, by providing \_\_\_\_\_ days written notice to the other party. Upon termination, the Client shall pay the Advisor for all services performed up to the effective date of termination.

## 4. Confidentiality

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The Advisor agrees to keep all financial information, proprietary business data, and personal information of the Client strictly confidential and shall not disclose such information to any third party without the prior written consent of the Client, except as required by law.

## 5. Limitation of Liability

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The Advisor shall perform all services in accordance with professional standards. The Advisor's total liability under this Agreement for any cause of action, whether in contract or tort, shall be limited to the total fees paid by the Client to the Advisor under this Agreement.

## 6. Governing Law

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This Agreement shall be governed by, and construed in accordance with, the laws of the State/Country of \_\_\_\_\_.

## 7. Entire Agreement

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This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and representations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Advisor:**

**Client:**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_